

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

**SUMMARY OF WORK  
(Design-Build)**

**PART 1 – GENERAL**

**1.01 Summary**

- A. Section includes Summary of construction Work and Work Restrictions including:
1. Work Covered By Contract Documents
  2. Negotiated Contract Items, Allowances and Alternates
  3. Work Under Other Contracts
  4. Future Work
  5. Work Sequence
  6. Work Days and Hours
  7. Shutdown for Discovery of Cultural Resources
  8. Cooperation of Design-Build Team and Coordination with Other Work
  9. Not Used
  10. Design-Build Team Use of Site / Staging and Logistics Plan
  11. Air Quality Standards
  12. Construction Staking and Monument Protection
  13. Geotechnical Data and Existing Conditions
  14. Protection of Existing Structures and Underground Facilities
  15. Permits
  16. Actual Damages for Permit Violations

**1.02 Construction Work Covered by Contract Documents**

- A. Work comprises the completed design and construction of the City of Santa Clarita Parking Structure - Old Town Newhall Project. The Work is fully described in the Contract Documents and includes, without limitation, Document 00 5201 (Bridging Documents). Contract Documents (including without limitation final approved Construction Documents required by all Agencies having Jurisdiction) fully describe the Work.
- B. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Design-Build Team until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices set forth in the Contract Documents and no direct or additional payment will be made therefore.
- C. For all Contract items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Contract item, or unit of Work, shall be deemed incorporated into the description of each Contract item. Owner may, at its sole discretion, delete any Contract item from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Contract items or prices therefore.

**1.03 Negotiated Contract items, Allowances and Alternates**

A. Allowances

1. See Section 01 2100 (Allowances).

B. Alternates

1. Additive Enhancements and Voluntary Enhancements that do not become part of Work at time of award shall each become an Alternate, with the Price contained in the Proposal Form remaining fixed throughout the term of the Contract.

C. Unit Prices

1. Unit Prices apply only to (1) items which are not included within Design-Build Team's basic scope of Work, as set forth in Bridging Documents or approved final Construction Documents, or (2) quantities of items that exceed the quantities required by Design-Build Team's basic scope of Work as set forth in Bridging Documents or approved final Construction Documents.

**1.04 Work Under Other Contracts – NOT USED**

**1.05 Future Work – NOT USED**

**1.06 Work Sequence**

- A. The Project will require two Notices to Proceed, one for Design, and one for Construction. Both will be conditioned upon the adjacent projects (Mixed Use and Theater) meeting key milestone dates. If dates are not met, commencement of construction on the Parking Structure Project may be delayed by between 30-150 days.
- B. A copy of the projected Design-Build Milestone Schedule is attached to Document 00 1119 (Request for Proposals).

**1.07 Work Days and Hours**

- A. Work Days and hours: Monday-Friday inclusive, 7:00 a.m.-5:00 p.m. local time unless Design-Build Team requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.
- B. Work at the Site on weekends or holidays is not permitted, unless Design-Build Team requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

**1.08 Shutdown for Discovery of Cultural Resources**

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, without limitation, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After ceasing excavation, immediately contact Owner. Do not resume Work until Owner provides authorization. When resumed, excavation or other activities shall be as directed by Owner.

**1.09 Cooperation of Design-Build Team and Coordination with Other Work**

- A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7253 (General Conditions).

**1.10 Not Used**

**1.11 Design-Build Team Use of Site**

- A. "Site" area for the Project is defined in the Bridging Documents. In exercising its control over the site, Design-Build Team shall, without limitation:
  - 1. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.
  - 2. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.
  - 3. Coordinate parking, storage, staging, and Work areas with Owner and in accordance with the Bridging Documents. Owner will not provide a storage area for Design-Build Team's equipment and materials beyond the "Site" areas described in this paragraph 1.11.
- B. Attached to this Section 01 1100 as Annexes 1 and 2, respectively, are a Memorandum of Understanding that Owner has negotiated with neighboring property owners, together with a Staging and Logistics Plan for each of the anticipated three phases of the Project. Together, these documents provide one option to the selected Design-Build Team for construction parking, site establishment, materials handling, storage, and other on-site Project needs. The Design-Build team is not required to enter into a lease agreement with the Old Town-Main, LLC or Laemmle Newhall, LLC for use of the properties for staging. Owner is simply providing this documentation as an option. If and when Design-Build Team chooses to exercise this option, Design-Build Team should contact the property owners directly.
- C. Prior to commencement of Work or excavation, Design-Build Team and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Design-Build Team's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.
- D. The Design-Build Team shall follow all City ordinances in force during the duration of this Contract. The Design-Build Team shall follow all City ordinances in force during the duration of this Contract when working in the City right-of-way. It is essential that the Design-Build Team perform the Work with as little interference and disturbance as possible to the surrounding streets.
- E. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Design-Build Team shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

**1.12 Air Quality Standards**

- A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt.

- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.

#### **1.13 Construction Staking and Monument Protection**

- A. Notify Owner three (3) Business Days prior to the need for initial staking. Owner will provide engineering surveys to establish construction stakes that in Owner's judgment are necessary to enable Design-Build Team to proceed with the Work.
- B. If Design-Build Team finds any additional staking necessary, notify Owner in writing two (2) Business Days in advance. Owner shall have no liability for any inadequacy unless Design-Build Team notifies Owner and Owner fails to cure within three (3) Business Days of such notice.
- C. Design-Build Team shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without Owner's prior written approval. Whenever Design-Build Team knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, provide at least two (2) Business Days advance notice to Owner. In any event, notify Owner whenever any construction stakes or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Design-Build Team's expense.
- D. Perform brush clearing and traffic control, as necessary, in Owner's sole judgment.
- E. Illegible survey requests or requests for surveys without proper notification (at least three (3) Business Days), may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
- F. If Owner's survey crews are not available to perform the survey staking following proper notification, Design-Build Team shall provide its own survey staking. Provide Owner with Design-Build Team's survey staking information in writing within three (3) Business Days after it becomes available to Design-Build Team.

#### **1.14 Geotechnical Data and Existing Conditions**

- A. Available Documentation: In accordance with, and subject to, the provisions of Document 00 3100 (Available Project Information) and Document 00 3132 (Geotechnical Data and Existing Conditions), the following documentation is available for review. This information is not part of the Contract Documents.
  - 1. Refer to Document 00 3100 (Available Project Information) and Document 00 3132 (Geotechnical Data and Existing Conditions).

#### **1.15 Protection of Existing Structures and Underground Facilities**

- A. The Bridging Documents may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least two (2) Business Days, or as otherwise noted, prior to commencement of excavation, notify the Owner.
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least seven (7) Days in advance of the date of construction within such area.
- E. In addition to reporting, if a utility is damaged, Design-Build Team must take appropriate action as provided in Document 00 7253 (General Conditions).
- F. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Design-Build Team's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in Document 00 7253 (General Conditions).

#### **1.16 Permits**

- A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:
  - 1. Storm Water Pollution Prevention.
    - a. Storm Water Pollution Prevention Plan (SWPPP). The Design-Build Team shall retain the services of a Qualified SWPPP Developer (QSD). The QSD will be required to create the SWPPP.
    - b. Pursuant to the State of California Smart Program, Design-Build Team shall hire an independent, state-approved SWPPP consultant for the Project. The Design-Build Team shall retain the services of a Qualified SWPPP Practitioner (QSP). The QSP will be required to implement the SWPPP and all required BMP's, prepare the required reports and provide the reports to the Owner for the required annual reporting (SMARTS) and the close-out processing (NOT) as per the State Water Resources Control Board requirements.
    - c. NPDES Requirements: Prior to the disturbance of any soil, the Design-Build Team shall verify that coverage under the State of California Construction Activities Storm Water General Permit (CASWGP) has been obtained, and that the 'Notice of Intent' (NOI) has been filed by the legally responsible person (LRP = Owner). The Design-Build Team shall implement and monitor the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the State of California Water Resources Control Board (SWRCB) requirements. The Design-Build Team shall have a Qualified SWPPP Practitioner (QSP) on the Project Site throughout the construction process as required by the SWRCB, and the QSP shall submit all required reports to the Owner for submittal to the SWRCB. The LRP, with assistance from the qualified SWPPP practitioner (QSP), must prepare and electronically submit an annual report no later than September 1 of each year using the storm water multi-application reporting and

tracking system (SMARTS). The annual report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, and chain of custody forms, site inspection forms, a summary of all corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented. The Design-Build Team shall include the costs for the QSP to provide this information and assistance to the LRP in the price bid for the project work.

2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
  - a. Construction of trenches or excavations that are five (5) feet or more in depth and into which a person is required to descend.
  - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
  - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
- B. All other permits that may be required, such as electrical, fire prevention, irrigation, grading, etc., have not been applied for and shall be obtained by Design-Build Team. Applicable permit fees are the responsibility of Design-Build Team unless otherwise specified in Document 00 7253 (General Conditions).

#### **1.17 Actual Damages for Permit Violations**

- A. In addition to damages that are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7253 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, resulting from failure to obtain proper permits or violation of legal or regulatory requirements where the violations result from Design-Build Team's activities.
- B. Design-Build Team shall be solely liable for and shall pay Owner the amount of any actual losses resulting from failure to obtain proper permits or violation of legal or regulatory requirements where the violations result from Design-Build Team's activities, in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7253 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Owner may withhold any money due or to become due to Design-Build Team to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Design-Build Team or its sureties.

#### **PART 2 – PRODUCTS – NOT USED**

#### **PART 3 – EXECUTION – NOT USED**

#### **END OF SECTION**